



**STATE OF TENNESSEE
RFP # 317.03-158-07
AMENDMENT # 3**

March 9, 2007

THE SUBJECT RFP IS HEREBY AMENDED AS FOLLOWS.

A. The following RFP Schedule of Events updates or confirms scheduled RFP dates.

EVENT	TIME	DATE	UPDATED / CONFIRMED
1. State Issues RFP		February 1, 2007	CONFIRMED
2. Disability Accommodation Request Deadline		February 8, 2007	CONFIRMED
3. Pre-proposal Conference	10:00 a.m. CDT	February 12, 2007	CONFIRMED
4. Notice of Intent to Propose Deadline		February 14, 2007	CONFIRMED
5. Written Comments Deadline		February 20, 2007	CONFIRMED
6. State Responds to Written Comments		February 27, 2007	CONFIRMED
7. Second Round Written Comments Deadline		March 6, 2007	CONFIRMED
8. State Responds to Second Round Written Comments		March 9, 2007	CONFIRMED
9. Proposal Deadline	2:00 p.m.	March 16, 2007	CONFIRMED
10. State Completes Technical Proposal Evaluations		March 26, 2007	CONFIRMED
11. State Opens Cost Proposals & Calculates Scores	9:00 a.m.	March 27, 2007	CONFIRMED
12. State Issues Evaluation Notice & Opens RFP Files for Public Inspection	9:00 a.m.	March 29, 2007	CONFIRMED
13. Contract Signing		April 10, 2007	CONFIRMED
14. Contract Signature Deadline		April 17, 2007	CONFIRMED
15. Contract Start Date		April 23, 2007	CONFIRMED

B. The following State responses to the questions detailed shall amend or clarify this RFP accordingly.

QUESTION/COMMENT	STATE RESPONSE
Note: in the questions that follow, any vendor's restatement of the text of the RFP is for reference purposes only and shall not be construed to change the original RFP wording.	

<p>1. This e-mail references [Vendor Name Deleted]'s questions e-mailed to you on February 20th.</p> <p>[a] Upon review of Amendment 1 to the RFP, it appears the State mistakenly stripped out all underlined, italics and strike-outs. This unfortunate event has caused a series of mis-interpretations by the State regarding [Vendor Name Deleted]'s intent to have the RFP amended in the manner requested. The attached Word Document represent [sic] the same questions as they should have been received by the State.</p> <p>[b] In one instance, for example, the State Amended the RFP in section E12(a)(i)(ii), INTERNAL STATE USE (see Page 26 of the RFP) in such a manner that it significantly differs from the State's initial position or [Vendor Name Deleted]'s requested changes via an Amendment. This is due to the State e-mail system having eliminated strike-outs and underlines.</p> <p>[c] Therefore, given that time is of the essence to meet the March 6, 2007 proposal deadline, [Vendor Name Deleted] intends to include certain changes into our proposal that were not appropriately understood or comprehended by the State as an Appendix.</p> <p>Should you wish to provide any guidance that would benefit the State and this proposed Contractor, we would appreciate your response.</p>	<p>[a] It is the potential Proposer's responsibility to deliver the questions to the State. This includes selection of the delivery method. The State does not clarify questions after receipt as it could allow a potential Proposer to provide information after the Written Comments Deadline and be unfair to other potential Proposers. Questions are published as they were received from the potential Proposer. Any obvious discrepancies are noted as was done in Amendment 1 with the underlined, italics and strike-out markings.</p> <p>As noted in the response to Amendment 1, Item 8 (Amendment 3, Item 9), the State considers each RFP process as a stand-alone procurement. Language approved in previous contracts does not automatically qualify for future use in subsequent RFP/Contract terms and conditions. Any notation of a difference between the requested language and the current contract was irrelevant to this procurement. Therefore, all language requested was reviewed in comparison to the <i>pro forma</i> contract in the RFP and was treated as an addition or revision to the contract. All differences, except the strikeouts in Amendment 3, Item 4 (Amendment 1, Item 3) and Amendment 3, Item 12 (Amendment 1, Item 11), were evident without the markings.</p> <p>Amendment 3, Item 2 thru Item 16 below show Amendment 1, Item 1 thru Item 15 with all underlines, italics and strike-outs as they were received prior to the Second Round Written Comments Deadline. The State reviewed the questions with the markings and did not change its Amendment 1 response to any of the questions or make further modifications to the contract language based on the markings. Only references to question locations in Amendment 1 were modified to reflect the question location in Amendment 3. Second Round questions for the same areas of the RFP were answered as new questions in Amendment 3.</p> <p>[b] The State did not significantly change its initial position by adding Contract Section E.12.(a) in Amendment 1. The State responded to the potential Proposer's request to limit distribution by clarifying its intended use of research reports in regard to the need to "allow internal distribution for state business purposes." The State set limits on distribution and defined the entities that can receive research documents. The State could not limit distribution to the degree requested by the potential Proposer since it will not meet the State's needs.</p> <p>See also the State's response to Amendment 3, Item 19 below.</p> <p>[c] The State advises potential Proposers that, in accordance with RFP Section 4.3.5, "A Proposer may not submit the Proposer's own contract terms</p>
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	<p>and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.”</p> <p>In addition to the RFP Section cited above, potential Proposers should also <u>carefully</u> review RFP Sections 4.3.1, 4.3.2, 4.3.3, and 4.3.4, and RFP Attachment 6.2, item 1 before including any document(s), such as the Appendix mentioned here, in their proposal.</p>
<p>2. <u>QUESTIONS SUBMITTED BY [Vendor Name Deleted] ON FEBRUARY 20, 2007</u> (Please not [sic] underlined changes and strike-outs)</p> <p>In accordance, with Article 4.1, <u>Proposer Required Review and Waiver of Objections</u>, our Company has carefully reviewed the RFP, including to the <i>pro forma</i> contract. We pose the following questions, clarifications and request changes to the Solicitation via Amendment to the RFP. We trust that the States understands that our sole intent is to avoid protracted negotiations by improving the RFP with proposed changes that our Company and other Vendors may require via an Amendment to the Solicitation so that the State and may promptly award a contract according to the <u>Schedule of Events</u> Section of the RFP. All changes are either identified by STRIKEOUTS or <u>by underlined italics</u>.</p> <p><u>SECTION A SCOPE OF SERVICES</u></p> <p>QUESTION #1, SECTION A.1 Will the State consider including the following clarifying sentences via Amendment? The first clarifying sentence is included under the current contract in Sections A.2 and A.3</p> <p>“The Contractor shall provide Research and Advisory Services that include created and published research reports, planning assumptions, strategic analysis reports, research notes, bulletins, alerts, and summary and evaluations of the IT industry, issues, products and major IT trends in the marketplace. All services speak as of the publication date and the Contractor has no obligation to advise the State of any change in the information or views contained in the services. <u>The services are intended solely as a research tool and are not meant as specific guides to action. The State acknowledges the uncertainties inherent in any analysis or information that may be provided as part of the services, and acknowledges that the Services are not a substitute for its own independent evaluation and analysis and should not be considered to be a recommendation to pursue any course of action. Contractor shall not be liable for any actions or</u></p>	<p>The State has modified the contract to clarify the language. See Contract Section A.1 in the revised Amendment 1 RFP.</p> <p>The State cannot add the portions of the language that limit liability. See the response to Amendment 3, item 14 (Amendment 1, item 13) below.</p> <p>See also the State’s response to Amendment 3, item 9 (Amendment 1, item 8).</p>

<p><u>decisions that the State may take based on the Services or any information or data contained therein. The State understand that it assumes the entire risk with respect to the use of the Services."</u></p>	
<p>3. QUESTION # 2, SECTION A.4.a – Will the State consider adding the following clarifying sentences via Amendment to further describe the methodology for User reassignments by the State?</p> <p>"The State shall designate <u>individually</u> named users <u>who are licensed to use</u> for the membership keys. Access will be limited to the purchased number of membership keys and associated named users. The State shall have the right to reassign named users to membership keys at its sole discretion <u>in accordance with Section E.13.</u>"</p>	<p>The State has modified the contract to clarify the language. See Contract Section A.4 in the revised Amendment 1 RFP.</p>
<p>4. QUESTION #3, SECTION A.4.c Will the State consider adding the following clarifying sentences via Amendment to further describe the methodology for named Licensed Users to use downloaded Research Notes and Reports? This language is drawn from Section A.10 of the current contract:</p> <p>"The Contractor shall provide the <u>State's individually named licensed users</u> the ability to download research notes and reports in PDF format and allow internal distribution for state business purposes. <u>The State represents that it will limit access to these services to the agreed upon number of Users. The State may use these services solely for its own internal, business purposes. Services are to be used solely for each User's individual business purposes.</u>"</p>	<p>The State has modified the contract to clarify the language. See Contract Section A.4 and Contract Section E.12 in the revised Amendment 1 RFP.</p> <p>See the State's response to Amendment 3, item 9 (Amendment 1, item 8).</p>
<p>5. QUESTION #4, SECTION B.1, CONTRACT TERM: Please clarify whether this is a firm-fixed 4-year term or if it's a 1-year contract with 3 1-year contract options.</p>	<p>The contract is for a fixed five year period.</p>
<p>6. QUESTION #5. SECTION C.1, Maximum Liability states "In no event shall the maximum liability of the State under this Contract exceed WRITTEN DOLLAR AMOUNT (\$NUMBER AMOUNT)." Does the **Maximum Liability** under the contract represent the yearly amount or the total amount for the full 5-year period? Will the State issue yearly Maximum Liability Amendments to acknowledge renewals of awarded Research/Advisory Seats as is currently the case?</p>	<p>[a] The Maximum Liability identified in Contract Section C.1 is the total amount for the five year contract period.</p> <p>[b] No, the contract term is fixed and will not be structured for yearly renewals. The Maximum Liability will be amended in accordance with Contract Section C.2 if the State's usage exceeds the initial amount estimated for the five year period.</p>
<p>7. QUESTION #6, SECTION, State Ownership of Work Products: This question relates to the "unlimited rights to use, disclose, reproduce or publish, for any purpose whatsoever of all said work products" which is somewhat problematic as stated</p>	<p>The State has modified the term to apply to work products created during consulting services engagements and restricted the rights to state business purposes. See Contract Section E.4 in the revised Amendment 1 RFP.</p>

<p>in previous RFP as well as the current RFP. Specifically, “unrestricted distribution rights” for Consulting deliverables containing our Company’s intellectual pre-existing intellectual remains in conflict with usage exceptions. Consequently, we request that the following supplemental language be added into the final Pro Forma contract, which is not in conflict with any of the RFP’s language applicable only to “ad hoc” Consulting Services.</p> <p><u>“State Ownership of Work Products</u> <i>With the exception of pre-existing Contractor intellectual property (Contractor materials) contained therein the State shall have ownership right, title, and interest in all work products developed and created for the State using State moneys or resources during a consulting services engagement as defined in Section A.6. The State shall have royalty-free, exclusive, and unlimited rights to use, disclose, reproduce, or publish all said work products within the government of the State of Tennessee as required by the business purposes of the Department of Finance and Administration Office for Information Resources as defined in Section 1.1 of Request for Proposals RFP 317.158-07 for Information Technology (IT) Research and Advisory Subscription Services issued February 1, 2007. The Contractor shall furnish such work products created upon request of the State, in accordance with the Contract. Notwithstanding the forgoing, the State may share the work products with (i) its outside auditors and/or accountants, (ii) third parties who have signed appropriate confidentiality agreements with the State who are engaged by the State to review or implement suggestions or to further research the issues contained in the work products, and (iii) governmental or regulatory bodies as required by law.”</i></p>	<p>See also the State’s response to Amendment 3, item 9 (Amendment 1, item 8).</p>
<p>8. <u>QUESTION #7, SECTION E.4.a., Contractor Ownership of Services and Intellectual Property.</u> As with the current contract under Section E.4.b, please add the following sentence at the end of this paragraph: <i>“The Services are copyrighted and are protected by law.”</i></p>	<p>See Contract Section E.4.a in the revised Amendment 1 RFP.</p> <p>See also the State’s response to Amendment 3, item 9 (Amendment 1, item 8).</p>
<p>9. <u>QUESTION #8,</u> Will the State consider accepting the following additional terms and conditions that have been mutually agreed to by this Contractor and the State under the existing Contract FA-05-15887-00? We are requesting the inclusion of the following necessary provisions in order to eliminate protracted negotiation prior to the April 16, 2007 contract start date.</p>	<p>The State advises Proposers that each RFP process is a stand-alone procurement. Language approved in previous contracts does not automatically qualify for future use in subsequent RFP/Contract terms and conditions.</p> <p>Proposers are also advised that the State will have <u>very limited flexibility</u> to negotiate contract changes with the apparent best-evaluated Proposers. Since</p>

	<p>the State intends to award two contracts, the contracts must be substantially the same for both vendors. It is highly unlikely that vendor specific terms will be added to the contract. If contract changes can be made, terms and conditions will only be added or changed in accordance with RFP Section 5.3.4.</p>
<p>10. (1) ADD SECTION E.10, <u>Hold Harmless</u> (Same as E.15 in current Contract):</p> <p>E.10. <u>Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.</u></p> <p><u>In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.</u></p>	<p>The Proposer has requested addition of the State's standard Hold Harmless term. The State does not require the term in this contract and its addition at this time would make the term applicable to all Proposers. Therefore, it will not be added.</p>
<p>11. (2) ADD SECTION E.11, <u>Catalog, Price List, or Price Schedule Supplement(s)</u>, (Same as E.18 in current Contract)</p> <p>E.11. <u>Catalog, Price List, or Price Schedule Supplement(s). During the course of this contract, the State may request the Contractor to update the Catalog, Price List or Price Schedule with additional product(s) or services(s) within the original scope of the contract. The State shall provide the Contractor with a written description of the additional product(s) or services(s), and the Contractor shall submit a</u></p>	<p>The requested term is not applicable to this contract. The previous contract included a catalog whereas this contract does not. Therefore, the term cannot be added.</p> <p>Any changes to the contract will be effected through an amendment in accordance with Contract Section D.2.</p>

<p><u>price for the additional item(s). If the State and Contractor reach an agreement regarding the product(s) or service(s) and the fee associated with the addition, the agreement shall become effective by means of a contract amendment. Any such amendment requiring additional product(s) or service(s) must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring State agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.</u></p>	
<p>12. (3) ADD SECTION E.12, Use of the Services (Same as E.19, Reproduction of Services in current Contract). Note minor language changes (underlined or stricken).</p> <p>E.12. <u>Use of the Services.</u> (a) Internal State Use. The State may (i) print one copy of individual research documents for its personal use, for the benefit of the State; (ii) make limited copies and/or excerpts from individual research documents for <i>internal</i> presentations or reports to be shared with other State personnel <u>provided the excerpt is within the limits of "fair use" under applicable copyright law;</u> and (iii) circulate copies of the services, electronic or otherwise, to other State users. (NOTE: (iii) is already covered under (b) below).</p> <p>(b) External State Use. The State may not reproduce or distribute the services, <u>externally by electronic means or otherwise</u> without the Contractor's prior written permission, except the State may externally use an individual research document in its entirety if it purchases a reprint for the individual document. The State may purchase reprints of these services at the Contractor's then-current rates. The State shall use all reprints in accordance with the terms of the Contract. Services may not be stored by the State on any information storage and retrieval system. This provision does not apply to any disclosure authorized by Section E.4.a of this Contract or required by State <u>or</u> Federal law.</p>	<p>The State agrees to add portions of the term to the contract. See Contract Section E.12 in the revised Amendment 1 RFP.</p>
<p>13. (4) ADD SECTION E.13, Access to Electronic Delivery (Same as E.20, in Current Contract). Note minor language changes (underlined or stricken).</p> <p>E.13. <u>Access by Electronic Delivery.</u> Upon</p>	<p>The State will not add the term to the contract as it appears to be specific to the requesting Proposer and may not apply to all Proposers. Contract Section A.4 has been clarified based on portions of the language. See Contract Section A.4 in the revised Amendment 1 RFP.</p>

<p>payment of the applicable fees, the Contractor will provide the State with passwords to permit electronic access to the Services for up to the maximum number of Users licensed pursuant to this Contract. <u>For clarification purposes, each Seat shall be licensed to an individual User.</u> Each User who accesses the Services by the Contractor Web site will receive a password. Unless otherwise stated, another User may not be substituted for the original User, without prior written approval from the Contractor, <u>which approval, if requested on an occasional and limited basis, will not be unreasonably upheld.</u> The State agrees to notify the Contractor when a User is no longer entitled to use a password so that the Contractor may cancel that password and issue a new password for a replacement User, if any. The State agrees that Users may not share passwords. Each User may print one copy of Contractor research for the User's personal <u>business</u> use. Users may circulate copies of the Services, electronic or otherwise, only to other Users. Such copies may not be further reproduced or distributed. Notwithstanding, the Contractor's research materials may be used as one of the multiple sources used by the State to analyze technology and develop strategies for its use and may be reviewed by appropriate management staff within the Department of Finance and Administration, Office for Information Resources.</p>	
<p>14. (5) <u>ADD SECTION E.14, Contractor Limitation of Liability (Same as E.21, in Current Contract). Note minor language changes (underlined).</u></p> <p>E.14. <u>Contractor Limitation of Liability.</u> The Contractor's liability on damages for negligence shall be limited to two times the maximum <u>yearly</u> liability of this Contract, as stated in Section C.1 <u>during the specific yearly period upon which the specific liability arose.</u> This limitation of liability includes, but is not limited to, liability for direct, consequential, indirect, special or incidental damages arising out of the use of the services, whether or not the parties have been advised of the possibility of such damage, but does not apply to liability of the Contractor for intentional torts, criminal acts, or fraudulent conduct. The State will not indemnify the Contractor for damages caused by the Contractor's own actions or negligence, or those of third parties.</p>	<p>The State has added its standard Limitation of Liability clause, which limits liability to the fullest extent that can be granted under State statute. See Contract Section E.10 in the revised Amendment 1 RFP.</p>
<p>15. (6) <u>ADD SECTION E.15, Monitoring and Compliance (Same as E.21, in Current Contract). Note minor language changes (underlined).</u></p> <p>E.15. <u>Monitoring and Compliance.</u> To ensure adherence to the Contract's intent for the State use of the Contractor's online research and advisory services, upon the Contractor's request, the State</p>	<p>The State has added monitoring and compliance to the contract. See Contract Section E.11 in the revised Amendment 1 RFP.</p>

<p>agrees to provide the Contractor with reasonable evidence of compliance with this Contract in the form of a confirming letter from the State's contact listed in Section E.2. of this Contract.</p>	
<p>16. (7) ADD SECTION E.16, <u>Disclaimer of All Other Warranties</u>, which is silent in the RFP. This language represents Contractor's Commercial Warranty applicable to Research and Advisory Services as well as for "Ad Hoc" Consulting Services.</p> <p>E. 16, <u>DISCLAIMER OF ALL OTHER WARRANTIES</u>. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. STATE RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. CONTRACTOR SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT STATE MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. STATE UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.</p>	<p>The State cannot add this term as it limits liability to a greater extent than is allowed by State statute. See the response to Amendment 3, item 14 (Amendment 1, item 13) above.</p>
<p>17. In accordance, with Article 4.1, <u>Proposer Required Review and Waiver of Objections Amendment 2</u> changes, we appreciate the opportunity to ask a 2nd round of questions based upon Amendment #1 changes to RFP, which we have carefully reviewed in the <i>pro forma Contract</i>. We pose the following questions, clarifications and request changes to the Solicitation via Amendment to the RFP. We trust that the State understands that our Company continues to avoid protracted negotiations by improving the RFP with proposed changes that our Company and other Vendors may require via an Amendment to the Solicitation so that the State and may promptly award a contract according to the <u>Schedule of Events</u> Section of the RFP. All changes are either identified by STRIKEOUTS or <u>by underlined italics</u></p> <p><u>QUESTION #1, Article A.4- This sentence appears to be incomplete [Note ??? below] and requests</u></p>	<p>The State has modified the contract to clarify the language. See Contract Section A.4 in the revised Amendment 3 RFP below.</p>

<p><i>this article be clarified into the final Agreement. Would the State please clarify?</i></p> <p>The Contractor shall provide ??? with any membership key (with analyst inquiry or with no analyst inquiry) web-based inquiry to all research and advisory services, access to web casts, and access to online briefings as requested by the State, at the rates set forth in Section C.3.</p>	
<p>18. <u>QUESTION #2, Article A.4.a</u> <i>Will the State please modify the last section of the third sentence be modified with the deletion shown below. While our Corporate compliance matrix does allow for shared usage with other Licensed Users, but especially NOT with unlicensed non-users of the Services, which must be licensed and paid for as a Licensed User.</i></p> <p>The State shall designate named users who are licensed to use the membership keys. Access will be limited to the purchased number of membership keys and associated named users. Named users will not share membership keys. unless such shared usage is allowed by the Contractor.</p>	<p>The State has modified the contract to clarify the language. See Contract Section A.4.a in the revised Amendment 3 RFP below.</p>
<p>19. <u>QUESTION #3, Article A.4.c thru A.4.e</u></p> <p><i>We are most concerned that these separate paragraphs (c), (d) and (e) contain statements much too broad and undefined, especially in context with Section E.12(a)(i), which is equally broad and unrestricted and not in compliance with the guidance our Company provides all Client Licensed users. If the intent is to provide unlimited distribution as implied by the following statement: "This includes, but is not limited to, the entities listed in Contract Attachment B, as State organizational structures and names may change from time to time.", we do not permit such potentially massive, unconstrained distribution of any research documents, even for "defined business purposes." If such distribution is required, we have included the reprinting provision in proposed Section 12.E(a)(iv). Please also review Section 12E(c)(ii) regarding librarian use. Accordingly, we request acceptance of the following replacement language.</i></p>	<p>The State does not intend to provide "massive, unconstrained distribution" of research documents internally or to distribute research documents to non-State entities without the Contractor's permission. However, the State will not limit distribution of research documents to named users only since such narrow distribution does not meet the State's needs.</p> <p>The State has limited distribution to the lowest possible degree that will meet its needs. See the amended Contract Sections A.4, A..5, and E.12, and Attachment B in the revised Amendment 3 RFP below.</p> <p><u>The distribution/circulation of research documents in accordance with E.12 at no additional cost beyond the costs bid for memberships is a firm requirement of the Contract and will not be changed. Potential Proposers should take this into consideration when submitting a proposal and in the costs bid for the requested services.</u></p>
<p>20. <u>QUESTION #4, Article A.4.c (Replacement of A.4.c thru A.4.e)</u> The Contractor shall provide the <u>State's individually named licensed users</u> the ability to download research notes and reports in PDF format and allow internal distribution <u>to other named Users</u> for state business purposes. <u>The State represents that it will limit access to these services to the agreed upon number of Users. The State's Licensed Users may use these services solely for</u></p>	<p>See the State's response to Amendment 3, item 19 above.</p> <p>Note: There is no Contract Section A.4.e (question heading reference) in the Amendment 1 RFP released on February 27, 2007.</p>

<p><i>each User's individual State business purposes."</i></p>	
<p>21. <u>QUESTION #5, Article E.4, State Ownership of Work Products</u> <i>With the State's acknowledgement that all Proposers' intellectual property ownership rights are subject to appropriate copyright protection, we again request the inclusion of the additional language <u>underlined below</u> since such language has been pre-negotiated under [Vendor Name Deleted]'s current contract. It acknowledges that Contractor's IP is for the internal use within the State of Tennessee government, but the <u>underlined</u> merely provides guidelines for other forms of use</i></p> <p>With the exception of pre-existing Contractor intellectual property (Contractor materials as described in Contract Section E.4.a) contained therein the State shall have ownership right, title, and interest in all work products developed and created for the State using State moneys or resources during a consulting services engagement as defined in Section A.6. The State shall have royalty-free, exclusive, and unlimited rights to use, disclose, reproduce, or publish all said work products within the government of the State of Tennessee as required by the business purposes of the Department of Finance and Administration Office for Information Resources as defined in Section 1.1 of Request for Proposals RFP 317.158-07 for Information Technology (IT) Research and Advisory Subscription Services issued February 1, 2007. <u>The Contractor shall furnish such work products created upon request of the State, in accordance with the Contract. Notwithstanding the forgoing, the State may share the work products with (i) its outside auditors and/or accountants, (ii) third parties who have signed appropriate confidentiality agreements with the State who are engaged by the State to review or implement suggestions or to further research the issues contained in the work products, and (iii) governmental or regulatory bodies as required by law.</u></p>	<p>The State has modified the Contract based on the requested <u>underlined</u> language. See Contract Section E.4 in the revised Amendment 3 RFP below.</p>
<p>22. <u>QUESTION #6, Article E.12, Use of Research and Services</u> <i>Based upon the State's response new language we are re-crafting the request to include the language that we had originally requested. In addition, since the current Section E.13 appears to so broad as to allow non- TN State entities and unlicensed State individuals with the opportunity receive the value of our Research and Advisory Services for gratis. Thus, we have added a Paragraph (c) to clarify how [Vendor Name Deleted] Research <u>may not</u> be utilized.</i></p> <p><u>Section E.12. Use of the Services.</u></p>	<p>See the State's response to Amendment 3, item 19 above.</p> <p>Note: There is no Section E.13 (question text reference) in the Amendment 1 RFP released on February 27, 2007.</p>

<p>(a) Internal State Use. The State (means the Licensed Users) may (i) print one copy of individual research documents for their personal business use, for the benefit of the State; (ii) make limited copies and/or excerpts from individual research documents for <i>internal</i> presentations or reports to be shared with other State personnel <u>provided the excerpt is within the limits of "fair use" under applicable copyright law</u>; (iii) circulate copies of the services, electronic or otherwise, to other State users (means to licensed Users, not non-users), and (iv) externally distribute reprints of individual documents <u>for the State's internal business purposes</u> in their entirety when such reprints are purchased by the State.</p> <p>(b) External State Use. The State may not reproduce or distribute the services, <u>externally by</u> electronic means or otherwise without the Contractor's prior written permission, except the State may externally use an individual research document in its entirety if it purchases a reprint for the individual document. The State may purchase reprints of these services at the Contractor's then-current rates. The State shall use all reprints in accordance with the terms of the Contract. Services may not be stored by the State on any information storage and retrieval system. This provision does not apply to any disclosure authorized by Section E.4.a of this Contract or required by State or Federal law.</p> <p>(c) For clarification purposes, Contractor's licensed State Users may neither (i) act as a 'librarian' for reproduction or redistribution of individual research documents to State non-users; nor (ii) reproduce or distribute documents externally without [Vendor Name Deleted]'s prior written permission from [Vendor Website Reference Deleted].</p>	
<p>23. <u>QUESTION # 6 [sic], A WARRANTY IS HEREBY REQUESTED</u> <i>Warranty Language previously requested and rejected because "...it limits liability to a greater extent than is allowed by State statute". We fail to understand <u>where</u> Tenn. Code Ann. § 47-2-315 specifically states that warranties shall be disallowed due to liability to the State of Tennessee. As you know, research subscriptions and consulting advice is being requested by the State versus hardware, software, or Systems Implementer purchases from Vendors such as KPMG or IBM. If we are to be selected for award, we wish to have discussions with Legal Counsel to obtain further understanding of the State's issue. Accordingly the following language is again proffered by by Company's warranty applicable to Research and Advisory Services as well as for "Ad Hoc" Consulting Services.</i></p>	<p>The State statute referred to in Amendment 3, item 16 (Amendment 1, item 15) is not T.C.A. 47-2-315 but T.C.A. 12-4-119, which designates the types of limitation of liability that the State can agree to.</p>

<p>REQUESTED NEW Article E. 16, <u>DISCLAIMER OF ALL OTHER WARRANTIES</u>. THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. STATE RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. CONTRACTOR SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT STATE MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. STATE UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.</p>	
<p>24. QUESTION #7: <i>What form of warranty does the State normally accept from Research and Advisory or Consulting Services Vendors (vs Hardware or SI vendors). Perhaps the State may wish to offer its own form of acceptable warranty that would not limit liability to a greater extent than is allowed by State statute.</i></p>	<p>Contract Section E.10 is the State’s standard limitation of liability language. The legal authority for such limitations, and the procedures for obtaining them, are detailed in T.C.A. 12-4-119 and Regulation 0620-3-7-.01 et seq.</p>

- C. Delete RFP 317.03-158-07, Release 2 in its entirety and replace the document with RFP 317.03-158-07, Release 3 (attached hereto).

NOTE: ALL revisions from the previously released RFP document will be emphasized in the attached document as follows. (1) The sentence or paragraph involving any revision in which text is replaced with new text or new text is simply added will be highlighted in yellow. (2) The location of any revision in which text is deleted but not replaced will be denoted by the words, “**TEXT DELETED**” in bold red caps inserted in the place of the text that is deleted but not replaced.



STATE OF TENNESSEE
Department of Finance and Administration

REQUEST FOR PROPOSALS
FOR

Information Technology (IT) Research and Advisory
Subscription Services

RFP NUMBER: 317.03-158-07

Release 3

MARCH 9, 2007

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1 INTRODUCTION

1.1 Statement of Purpose

The State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, has issued this Request for Proposals (RFP) to define the State's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State's process for evaluating proposals and selecting contractors.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

The State intends to award contracts to two (2) vendors for the acquisition of information technology (IT) research and advisory subscription services that meet the State's requirements and provisions listed in the RFP. Research and Advisory Services include created and published research reports, planning assumptions, strategic analysis reports, research notes, bulletins, alerts, and summary and evaluations of the IT industry, issues, products and major IT trends in the marketplace.

The Office for Information Resources (OIR) within the Department of Finance and Administration is required to provide the State with the technology infrastructure that will support the business needs of all State agencies. With the rapid changes in technology, research advisory services continually study the IT industry to identify trends and "best practices", allowing the State access to current and up-to-date critical technology information. Consulting Services for special projects regarding technology topics may also be needed.

The Office for Information Resources is responsible for providing direction, planning, resources, execution and coordination in managing information systems needs across state agencies within the State of Tennessee. Research and Advisory Subscription Services are needed to provide OIR the necessary information to accomplish their mission. OIR requires marketplace objectivity, expedited research and consultation response when emergency critical technical issues arise, extensive data to support risk reduction in technical decision making, and comprehensive volume of "best practices" gleaned from major public and private organizations from around the world.

1.2 Scope of Service, Contract Period, and Required Terms and Conditions

The RFP Attachment 6.1, *Pro Forma* Contract details the State's required:

- Scope of Services and Deliverables in Section A;
- Contract Period in Section B;
- Payment Terms in Section C;
- Standard Terms and Conditions in Section D; and,
- Special Terms and Conditions in Section E.

The *pro forma* contract substantially represents the contract document that the Proposer selected by the State MUST agree to and sign.

1.3 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory

law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The State has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations.

Buddy Lea, Director of Resource Development and Support
12th Floor, William R. Snodgrass Tennessee Tower
Nashville, TN 37243
Tele: (615) 741-6049

1.4 Assistance to Proposers With a Disability

A Proposer with a disability may receive accommodation regarding the means of communicating this RFP and participating in this RFP process. A Proposer with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.5 RFP Communications

1.5.1 Unauthorized contact regarding this RFP with employees or officials of the State of Tennessee other than the RFP Coordinator detailed below may result in disqualification from this procurement process.

1.5.1.1 Interested Parties must direct all communications regarding this RFP to the following RFP Coordinator, who is the state of Tennessee's only official point of contact for this RFP.

Dorothy Vaughn
Department of Finance and Administration
17th Floor, William R. Snodgrass Tennessee Tower
312 8th Avenue North
Nashville, TN 37243-1510
(615) 741-7361 Telephone
(615) 741-6164 Fax
Dorothy.Vaughn@state.tn.us

1.5.1.2 Notwithstanding the foregoing, Interested Parties may contact the staff of the Governor's Office of Diversity Business Enterprise for general, public information regarding this RFP, assistance available from the Governor's Office of Diversity Business Enterprise, or potential future state procurements.

1.5.2 The State has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:

RFP # 317.03-158-07

1.5.3 Any oral communications shall be considered unofficial and non-binding with regard to this RFP.

1.5.4 Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or proposal to the State by a deadline date shall not substitute for actual receipt of a communication or proposal by the State.

1.5.5 The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

- 1.5.6 The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The State's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.
- 1.5.7 The State will convey all official responses and communications pursuant to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose.
- 1.5.8 Only the State's official, written responses and communications shall be considered binding with regard to this RFP.
- 1.5.9 The State reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting). Most important documents will be posted on the following website:
- <http://state.tn.us/finance/oir/pcm/rfps.html>
- 1.5.10 Any data or factual information provided by the State, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such data or factual information, the Proposer should either: (1) independently verify the information; or, (2) obtain the State's written consent to rely thereon.

1.6 Notice of Intent to Propose

Each potential proposer should submit a Notice of Intent to Propose to the RFP Coordinator by the deadline detailed in the RFP Section 2, Schedule of Events. The notice should include:

- Proposer's name
- name and title of a contact person
- address, telephone number,
- e-mail address and facsimile number of the contact person

NOTICE: A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of RFP amendments and other communications regarding the RFP (refer to RFP Sections 1.5, *et seq.*, above).

1.7 Proposal Deadline

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified.

1.8 Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. The purpose of the conference is to discuss the RFP scope of services. While questions will be entertained, the response to any question at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP. Questions concerning the RFP should be submitted in writing prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the State as described in RFP Sections 1.5, *et seq.*, above and on the date detailed in the RFP Section 2, Schedule of Events.

Pre-Proposal Conference attendance is not mandatory, and each potential Proposer may be limited to

a maximum number of attendees depending upon overall attendance and space limitations. The conference will be held at:

Department of Finance and Administration
Montgomery Room
3rd Floor, William R. Snodgrass Tennessee Tower
312 8th Avenue North
Nashville, TN 37243-1510

2 RFP SCHEDULE OF EVENTS

The following Schedule of Events represents the State's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Central Time.

RFP SCHEDULE OF EVENTS		
NOTICE: The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The State will communicate any adjustment to the Schedule of Events to the potential proposers from whom the State has received a Notice of Intent to Propose.		
EVENT	TIME	DATE (all dates are state business days)
1. State Issues RFP		February 1, 2007
2. Disability Accommodation Request Deadline		February 8, 2007
3. Pre-proposal Conference	10:00 a.m. CDT	February 12, 2007
4. Notice of Intent to Propose Deadline		February 14, 2007
5. Written Comments Deadline		February 20, 2007
6. State Responds to Written Comments		February 27, 2007
7. Second Round Written Comments Deadline		March 6, 2007
8. State Responds to Second Round Written Comments		March 9, 2007
9. Proposal Deadline	2:00 p.m.	March 16, 2007
10. State Completes Technical Proposal Evaluations		March 26, 2007
11. State Opens Cost Proposals and Calculates Scores	9:00 a.m.	March 27, 2007
12. State Issues Evaluation Notice <u>and</u> Opens RFP Files for Public Inspection	9:00 a.m.	March 29, 2007
13. Contract Signing		April 10, 2007
14. Contract Signature Deadline		April 17, 2007
15. Contract Start Date		April 23, 2007

3 PROPOSAL REQUIREMENTS

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure.

3.1 Proposal Form and Delivery

3.1.1 Each response to this RFP must consist of a Technical Proposal and a Cost Proposal (as described below).

3.1.2 Each Proposer must submit one (1) original and nine (9) copies, and (1) CD containing a copy in “.pdf” format of the Technical Proposal to the State in a sealed package that is clearly marked:

“Technical Proposal in Response to RFP # 317.03-158-07 -- Do Not Open”

One hard copy must be marked “Original.” In the event of any differences between printed and electronic versions, or problems with the CD, the contents of the hard copy marked “Original” shall prevail.

3.1.3 Each Proposer must submit one (1) Cost Proposal to the State in a separate, sealed package that is clearly marked:

“Cost Proposal in Response to RFP # 317.03- 158-07 -- Do Not Open”

3.1.4 If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark the outermost package:

“Contains Separately Sealed Technical and Cost Proposals for RFP # 317.03-158-07”

3.1.5 The State must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events.

Department of Finance and Administration
Office for Information Resources
ATTN: Dorothy Vaughn
Suite 1700, William R. Snodgrass Tennessee Tower
312 8th Avenue North
Nashville, TN 37243-1510

3.1.6 A Proposer may not deliver a proposal orally or by any means of electronic transmission.

3.2 Technical Proposal

3.2.1 The RFP Attachment 6.3, Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

NOTICE: No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal non-responsive and the State shall reject it.

3.2.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer should duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).

3.2.3 Each proposal should be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must

be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All proposal pages must be numbered.

- 3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 3.2.5 The State may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide.
- 3.2.6 The State may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide.

3.3 Cost Proposal

- 3.3.1 The Cost Proposal must be submitted to the State in a sealed package separate from the Technical proposal.
- 3.3.2 Each Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.4, Cost Proposal and Evaluation Guide.
- 3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information.
- 3.3.4 The proposed cost shall incorporate all costs for services under the contract for the total contract period.
- 3.3.5 The Proposer must sign and date the Cost Proposal.
- 3.3.6 If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and reject it.

4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION

4.1 Proposer Required Review and Waiver of Objections

Each Proposer must carefully review this RFP and all attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of the State, in writing, by the Written Comments Deadline.

4.2 RFP Amendment and Cancellation

The State reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the State will convey such amendment to the potential proposers who submitted a Notice of Intent to Propose. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

The State of Tennessee reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

4.3 Proposal Prohibitions and Right of Rejection

4.3.1 The State of Tennessee reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.

4.3.2 Each proposal must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The State may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the State may reject such a proposal.

4.3.3 A proposal of alternate services (*i.e.*, a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.

4.3.4 A Proposer may not restrict the rights of the State or otherwise qualify a proposal. The State may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.5 A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.6 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer.

4.3.7 A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different forms may result in the disqualification of all Proposers knowingly involved.

4.3.8 The State shall reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any

other Proposer. Regardless of the time of detection, the State shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.

- 4.3.9 The State shall not contract with or consider a proposal from:
- 4.3.9.1 an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;
 - 4.3.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
 - 4.3.9.3 a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
 - 4.3.9.4 any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.
 - 4.3.9.5 For the purposes of applying the requirements of RFP subsection 4.3.9, *et. seq.*, an individual shall be deemed an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.
 - 4.3.10 The State reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If the State waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with this RFP.

4.4 Incorrect Proposal Information

If the State determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

4.5 Proposal of Additional Services

If a proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the contract before contract signing at the sole discretion of the State. Notwithstanding the foregoing, a Proposer shall not propose any additional cost amount(s) or rate(s) for additional services.

NOTICE: The Proposer's Cost Proposal shall record only the proposed cost as required in this RFP and shall not record any other rates, amounts, or information. If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and shall reject the proposal.

4.6 Assignment and Subcontracting

- 4.6.1 The Proposer awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any portion of the contract without the State's prior, written approval.

- 4.6.2 A subcontractor may only be substituted for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.6.3 At its sole discretion, the State reserves the right to refuse approval of any subcontract, transfer, or assignment.
- 4.6.4 Notwithstanding State approval of each subcontractor, the Proposer, if awarded a contract pursuant to this RFP, shall be the prime contractor and shall be responsible for all work performed.

4.7 Right to Refuse Personnel

At its sole discretion, the State reserves the right to refuse any personnel, of the prime contractor or a subcontractor, for use in the performance of a contract pursuant to this RFP.

4.8 Insurance

The State may require the apparent successful Proposer to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the State may require, at its sole discretion, the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.

4.9 Licensure

Before a contract pursuant to this RFP is signed, the apparent successful Proposer must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

4.10 Service Location and Work Space

The service pursuant to this RFP is to be performed, completed, managed, and delivered as detailed in the RFP Attachment 6.1, *Pro Forma* Contract. Work space on the State's premises may be available for contractor use in accordance with the *pro forma* contract or at the State's discretion. Any work performed on the State's premises shall be completed during the State's standard business hours.

4.11 Proposal Withdrawal

A Proposer may withdraw a submitted proposal at any time up to the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. To do so, a proposer must submit a written request, signed by a Proposer's authorized representative to withdraw a proposal. After withdrawing a previously submitted proposal, a Proposer may submit another proposal at any time up to the Proposal Deadline.

4.12 Proposal Errors and Amendments

Each Proposer is liable for all proposal errors or omissions. A Proposer will not be allowed to alter or amend proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

4.13 Proposal Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4.14 Disclosure of Proposal Contents

Each proposal and all materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Notwithstanding, a list of actual proposers submitting timely proposals may be available to the public, upon request, directly after technical proposals are opened by the state.

Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.

4.15 Contractor Registration

All service contractors with state of Tennessee contracts must be registered through the Department of Finance and Administration's Service Provider Registry prior to contract approval. However, registration with the state is not required to make a proposal (any unregistered service provider must simply register as required prior to the final contract approval). Refer to the following Internet URL for more information about the Service Provider Registry and to register "on-line."

www.state.tn.us/finance/rds/ocr/sprs.html

4.16 Contract Approval

The RFP and the contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. Contract award and State obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring state agency and after the contract is approved and signed by all other State officials as required by State laws and regulations.

4.17 Contract Payments

All contract payments shall be made in accordance with the contract's Payment Terms and Conditions provisions (refer to RFP Attachment 6.1, *Pro Forma* Contract, Section C). No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee or before the contract start date or after the contract end date specified by the contract.

4.18 Contractor Performance

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the State requires such an inspection, the Contractor shall provide reasonable access and assistance.

4.19 Contract Amendment

During the course of this contract, the State may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the State shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such

agreement shall be effected by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring state agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

4.20 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision shall not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5 PROPOSAL EVALUATION & CONTRACT AWARD

5.1 Evaluation Categories and Maximum Points

The State will consider qualifications and experience, technical approach, technical requirements, and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below.

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	30
Technical Approach	40
Cost Proposal	30

5.2 Evaluation Process

The proposal evaluation process is designed to award two (2) contracts not necessarily to the Proposers of least cost, but rather to the two (2) Proposers with the best combination of attributes based upon the evaluation criteria.

- 5.2.1 The RFP Coordinator will use the RFP Attachment 6.3, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.
 - 5.2.1.1 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.3, Technical Proposal and Evaluation Guide, Technical Proposal Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document its determination of whether: (1) the proposal meets requirements for further evaluation; (2) the State will request clarifications or corrections; or, (3) the State will determine the proposal non-responsive to the RFP and reject it.
 - 5.2.1.2 A Proposal Evaluation Team, made up of three or more State employees, will evaluate each Technical Proposal that appears responsive to the RFP.
 - 5.2.1.3 Each Proposal Evaluation Team member will independently, evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.3, Technical Proposal and Evaluation Guide.
 - 5.2.1.4 The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the State. The subject Proposer shall put any resulting clarification in writing as may be required by the State.
- 5.2.2 After Technical Proposal evaluations are completed, the RFP Coordinator will open the Cost Proposals and use the RFP Attachment 6.4, Cost Proposal and Evaluation Guide to calculate and document the Cost Proposal scores.
- 5.2.3 For each responsive proposal, the RFP Coordinator will add the average Technical Proposal score to the Cost Proposal score (refer to RFP Attachment 6.5, Proposal Score Summary Matrix).

5.3 Contract Award Process

- 5.3.1 The RFP Coordinator will forward the results of the proposal evaluation process to the head of the procuring agency who will consider the proposal evaluation process results and all pertinent

information available to make a determination about the contract award. The State reserves the right to make an award without further discussion of any proposal.

Notwithstanding the foregoing, to effect a contract award to a proposer other than the two receiving the highest evaluation scores, the head of the procuring agency must provide written justification for such an award and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.

- 5.3.2 After the agency head's determination, the State will issue an Evaluation Notice to identify the two (2) apparent best-evaluated proposals on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the two (2) Proposers with apparent best-evaluated proposals or any other Proposer.

- 5.3.3 The State will also make the RFP files available for public inspection on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

- 5.3.4 The two (2) Proposers with the apparent best-evaluated proposals must agree to and sign a contract with the State which shall be substantially the same as the RFP Attachment 6.1, *Pro Forma* Contract.

However, the State reserves the right, at its sole discretion, to add terms and conditions or to revise *pro forma* contract requirements in the State's best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

- 5.3.5 The two (2) Proposers with the apparent best-evaluated proposals must sign and return the contract drawn by the State pursuant to this RFP no later than the Contract Signature Deadline date detailed in the RFP Section 2, Schedule of Events. If a Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

- 5.3.6 If the State determines that one or both of the apparent best-evaluated proposals are non-responsive and rejects a proposal after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine the two (2) new, apparent best-evaluated proposals.

ATTACHMENT 6.1**PRO FORMA CONTRACT**

CONTRACT
 BETWEEN THE STATE OF TENNESSEE,
 DEPARTMENT OF FINANCE & ADMINISTRATION
 AND
[CONTRACTOR NAME]

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "STATE" and **[CONTRACTOR LEGAL ENTITY NAME]**, hereinafter referred to as the "Contractor," is for the provision of Information Technology (IT) Research and Advisory Subscription Services, as further defined in the "SCOPE OF SERVICES."

The Contractor is **[AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]**. The Contractor's address is:

[ADDRESS]

The Contractor's place of incorporation or organization is **[STATE OF ORGANIZATION]**

A SCOPE OF SERVICES:

- A.1 The Contractor shall provide Research and Advisory Services that include created and published research reports, planning assumptions, strategic analysis reports, research notes, bulletins, alerts, and summary and evaluations of the IT industry, issues, products and major IT trends in the marketplace. The State acknowledges that the information provided in the Research and Advisory Services is as of the publication date and that the Contractor has no obligation to advise the State of any change in the information.
- A.2 The Contractor shall provide membership keys to all of the Contractor's research and advisory services with unlimited access to analyst(s) inquiry. The Contractor shall provide access to the analyst(s) within seven (7) business days of the State's inquiry request. A business day is defined as 8:00 a.m. (C.S.T.) to 4:30 p.m. (C.S.T.), excluding weekends and official state holidays. A telephone call with the analyst or email response from the analyst shall be scheduled within twenty-four (24) to forty-eight (48) business hours of the initial inquiry request.
- A.3 The Contractor shall provide membership keys to all of the Contractor's research and advisory services with no access to analyst(s) inquiry.
- A.4 The Contractor shall provide **all membership keys** (with analyst inquiry or with no analyst inquiry) web-based inquiry to all research and advisory services, access to web casts, and access to online briefings as requested by the State, at the rates set forth in Section C.3.
- A.4.a The State shall designate named users who are licensed to use the membership keys ("Named Users"). Access will be limited to the purchased number of membership keys and associated Named Users. **At the Contractor's option, multiple Named Users may share the same membership key. However, such sharing is not required by the State. If the Contractor elects to allow Named Users to share membership keys, the capability must be included in the rates for memberships set forth in Section C.3. If the Contractor elects not to allow such sharing, Named Users will not share membership keys.**
- A.4.b The State shall have the right to reassign purchased membership keys to different **Named Users**, i.e., substitute one **Named User** for another, at its sole discretion and at no additional cost to the State. The State will notify the Contractor of all **Named User** changes. The State will follow Contractor procedures

for reassignment of keys and/or passwords as long as these procedures do not conflict with the terms of this Contract.

- A.4.c The Contractor shall provide all **Named Users** the ability to access **created and published research reports, planning assumptions, strategic analysis reports, research notes, bulletins, alerts, and summary and evaluations of the IT industry, issues, products and major IT trends in the marketplace ("Research Documents")** via the Internet using a web-browser.
- A.4.d The Contractor shall provide all **Named Users** the ability to download **Research Documents** in PDF format. **Named Users** may distribute printed or electronic copies in accordance with Contract Section E.12.
- A.5 The Contractor shall provide **Named Users, licensed for membership keys with analyst inquiry,** the ability to send inquiries and questions to the Contractor via electronic mail and telephone.
- A.5.a The Contractor shall provide the ability to send **Research Documents** to **Named Users** via electronic mail.
- A.6 The Contractor shall provide consulting services for special limited purpose projects, such as, assistance with a Disaster Recovery Assessment (example only), as requested by the State. Special projects may be identified through a Statement of Work provided by the State to the Contractor.
- A.6.a The Contractor shall respond to the Statement of Work with a proposal that must include the following:
 - i. Complete description of the work to be performed;
 - ii. Workplan, including a timeframe, tasks, and resource loading;
 - iii. Staffing plan, specifying the consultant roles from the table in Contract Section C.3 that will be used for the project;
 - iv. Maximum consulting services cost, which the Contractor shall calculate by using the Consulting Services hourly rates set forth in Section C.3.b of this Contract. The hourly rates shall be fully loaded to include all costs, administrative or otherwise, with the exception of travel expenses, that the Contractor expects to charge. The State will not pay any costs for special limited purpose projects apart from hourly rates and travel. This maximum consulting services cost shall be a "not to exceed" total cost; the State shall pay no more than this cost for the consulting services.
 - v. Maximum travel compensation cost, which the Contractor shall estimate based on the provisions of Contract Section C.4. The State will not pay any costs for special limited purpose projects apart from hourly rates and travel. This travel compensation cost shall be a "not to exceed" total cost; the State shall pay no more than this cost for travel compensation.
- A.6.b The Contractor shall build the project team for each special project using the consultant roles listed in Contract Section C.3.b. The State reserves the right to question the composition of, and request changes to, the proposed project team.

The State also has the sole discretion to accept or reject the Contractor's proposal in its entirety.

- A.7 The Contractor shall provide one (1) on-site briefing annually to the State for every four (4) membership keys (with analyst inquiry or with no analyst inquiry) purchased. The State, in discussion with the Contractor, will select the technology and/or management issue to be addressed for the briefings. No additional fees shall be paid to the Contractor for the briefing.
- A.8 The Contractor shall assign an Account Representative who shall be the State's primary point of contact for services. The Contractor shall notify the State in writing within one week if the Account Representative changes.
- A.9 Contractor shall provide attendance for one (1) individual to any Contractor conference of up to one (1) week in length at the rates set forth in C.3. If the rates set forth in C.3 are greater than the published client rate for a conference, the State shall pay the published client rate for the conference. No additional fees shall be paid to the Contractor for the conference.

- A.10 Contractor shall provide one (1) conference ticket annually for every two (2) membership keys (with analyst inquiry or with no analyst inquiry) purchased. The initial ticket shall be provided at the time the required numbers of membership keys are purchased. Subsequent tickets shall be provided on the anniversary of the contract start date every year thereafter. Each conference ticket shall provide attendance for one (1) individual to any Contractor conference of up to one (1) week in length. No additional fees shall be paid to the Contractor for the conference.
- B. CONTRACT TERM:
- B.1. Contract Term. This Contract shall be effective for the period commencing on April 23, 2007 and ending on **April 22, 2012**. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- C PAYMENT TERMS AND CONDITIONS:
- C.1 Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **WRITTEN DOLLAR AMOUNT (\$NUMBER AMOUNT)**. The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.
- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates.
- C.3.a. Research & Advisory Services Membership and Conference Attendance:

The Contractor shall be compensated for Research & Advisory Services Membership and Conference Attendance based on the following unit rates.

Research & Advisory Membership and Conference Fees					
Service Rates	Year 1	Year 2	Year 3	Year 4	Year 5
Bundled Membership Cost for 4/2 Users Four (4) users with full research & advisory services access. Two (2) of those users additionally have analyst inquiry privileges.	\$[UNIT RATE]	\$[UNIT RATE]	\$[UNIT RATE]	\$[UNIT RATE]	\$[UNIT RATE]

Bundled Membership Cost for 6/3 Users Six users (6) with full research and advisory services access. Three (3) of those users will additionally have analyst inquiry privileges.	\$[UNIT RATE]	\$[UNIT RATE]	\$[UNIT RATE]	\$[UNIT RATE]	\$[UNIT RATE]
Bundled Membership Cost for 10/4 Users Ten (10) users with full research and advisory services access. Four (4) of those users will additionally have analyst inquiry privileges.	\$[UNIT RATE]	\$[UNIT RATE]	\$[UNIT RATE]	\$[UNIT RATE]	\$[UNIT RATE]
Single Membership with Analyst Inquiry Privileges Cost - Bundle Add-On A single user to have full research and advisory services access and additionally have analyst(s) inquiry privileges. (Note: A bundled group of users has already been purchased by the State and this is an add-on to existing membership base.)	\$[UNIT RATE]	\$[UNIT RATE]	\$[UNIT RATE]	\$[UNIT RATE]	\$[UNIT RATE]
Single Membership with no Analyst Inquiry Privileges Cost - Bundle Add-On A single user to have full research and advisory services access with no analyst(s) inquiry privileges. (Note: A bundled group of users has already been purchased by the State and this is an add-on to existing membership base.)	\$[UNIT RATE]	\$[UNIT RATE]	\$[UNIT RATE]	\$[UNIT RATE]	\$[UNIT RATE]
Single Membership with Analyst Inquiry Privileges Cost - No Bundle A single user to have full research and advisory services access and additionally have analyst(s) inquiry privileges. (Note: A bundled group of users <u>has not</u> been purchased by the State.)	\$[UNIT RATE]	\$[UNIT RATE]	\$[UNIT RATE]	\$[UNIT RATE]	\$[UNIT RATE]

Single Membership Cost with no Analyst Inquiry Privileges Cost - No Bundle A single user to have full research and advisory services access with no analyst(s) inquiry privileges. (Note: A bundled group of users has <u>not</u> been purchased by the State.)	\$[UNIT RATE]	\$[UNIT RATE]	\$[UNIT RATE]	\$[UNIT RATE]	\$[UNIT RATE]
Technology Conference Registration Fee Registration fee for a Conference of up to one (1) week in length offered by the Contractor	\$[UNIT RATE]	\$[UNIT RATE]	\$[UNIT RATE]	\$[UNIT RATE]	\$[UNIT RATE]

C.3.b. Consulting Services Payment Methodology:

The Contractor shall be compensated for Consulting Services (Contract Section A.6), based on the following hourly rates.

Consulting Service Hourly Rates					
Service Rates	Year 1	Year 2	Year 3	Year 4	Year 5
Consultant With Greater Than 15 Years IT-Related Experience	\$[HOURLY RATE]	\$[HOURLY RATE]	\$[HOURLY RATE]	\$[HOURLY RATE]	\$[HOURLY RATE]
Consultant With 10 Years To 15 Years IT-Related Experience	\$[HOURLY RATE]	\$[HOURLY RATE]	\$[HOURLY RATE]	\$[HOURLY RATE]	\$[HOURLY RATE]
Consultant With 5 Years To Less Than 10 Years IT-Related Experience	\$[HOURLY RATE]	\$[HOURLY RATE]	\$[HOURLY RATE]	\$[HOURLY RATE]	\$[HOURLY RATE]
Consultant With Less Than 5 Years IT-Related Experience	\$[HOURLY RATE]	\$[HOURLY RATE]	\$[HOURLY RATE]	\$[HOURLY RATE]	\$[HOURLY RATE]

The Contractor shall not be compensated for travel time to the primary location of service provision.

The Contractor shall submit monthly invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall, at a minimum, include the name of each individual, the individual's job title, the number of hours worked during the period, the applicable Payment Rate, the total compensation requested for the individual, and the total amount due the Contractor for the period invoiced.

- C.3.c. The Contractor shall submit invoices, no more often than monthly, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.
- C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time. Travel reimbursement requests must be submitted on the current State of Tennessee Travel Reimbursement form and include receipts as supporting documentation for the expenses.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:
 - D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
 - D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
 - D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
 - D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
 - D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest," and "Nondiscrimination," (sections D.6., D.7). Notwithstanding any

use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document as Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice

by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Mary Frances Jones, Director, Quality Assurance, Testing and Research
 Department of Finance and Administration
 Suite 1700, Wm. R. Snodgrass Tennessee Tower
 312 8th Avenue North
 Nashville, TN 37243-1510
 (615) 253-3746 Telephone
 (615) 741-6164 FAX

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]
 [CONTRACTOR NAME]
 [ADDRESS]
 [TELEPHONE NUMBER]
 [FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products, including deliverables, created, designed, or developed for the State under this Contract during a consulting services engagement as defined in Section A.6. The State shall have royalty-free, exclusive, and unlimited rights to use, disclose, reproduce, or publish to the entities listed in Contract Attachment B, for State business purposes, all said work products. The entities named in Contract Attachment B are not fixed and may change from time to time; however, regardless of these changes, such entities shall always remain within State government. Contract Attachment B does not, and will not, include the Tennessee Board of Regents and The University of Tennessee. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law. Notwithstanding the foregoing, the State may share work products (i) with State oversight authorities, (ii) with third parties who are engaged by the State to review, implement, or further research the topics contained in the work products (such third parties will be advised of work product confidentiality), and (iii) as required by State or Federal law.
- E.4.a. Contractor Ownership of Services and Intellectual Properties. The Contractor shall retain ownership right, title, and interest (including copyright where legally applicable) of their Services and intellectual properties (contractor materials) that were not developed using State moneys or resources.

- E.4.b. Acquired Knowledge and Skills. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- E.4.c. Development of Similar Materials. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.
- E.5. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments
 - b. All Clarifications and addenda made to the Contractor's Proposal
 - c. The Request for Proposal and its associated amendments
 - d. Technical Specifications provided to the Contractor
 - e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.6. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.7. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.8. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in ***Tennessee Code Annotated***, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to ***Tennessee Code Annotated***, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

- E.9. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-317.03-141 (Attachment 6.3, Section B, Item B.13.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

- E.10. Limitation of Liability. The parties agree that the total liability of the Contractor for breach of this Contract shall not exceed two (2) times the value of this contract. The value shall be established by the Contract Maximum Liability in Section C.1 and increased by subsequent amendments if any. The foregoing provision shall not limit the contractor's liability for intentional torts, criminal acts or fraudulent conduct.
- E.11. Monitoring and Compliance. Upon request of the Contractor and no more often than once during each one hundred eighty (180) day period of the Contract, the State contact detailed in Contract Section E.2. will provide a written letter of confirmation of State compliance with the Contract regarding use of the Contractor's online research and advisory services.
- E.12. Use of Research and Advisory Services.

a. Definitions. In the following provisions defining the allowable use of research and advisory services, the terminology employed shall have the following meanings:

- i. "Research Event." An instance in which a Named User accesses and/or downloads Research Documents for the State's business purposes and the State then makes use of the Research Documents to derive conclusions relevant to the event.
- ii. "Research Team." A collection of one or more Research Team Members assigned to work on a Research Event.
- iii. "Research Team Member." An individual assigned to a Research Team. This individual may work for the Department of Finance and Administration, Office for Information Resources (F&A/OIR), or may work for an entity listed in Contract Attachment B. The entities named in Contract Attachment B are not fixed and may change from time to time; however, regardless of these changes, such entities shall always remain within State government. Contract Attachment B does not, and will not, include the Tennessee Board of Regents and The University of Tennessee. A Research Team Member may or may not be a Named User.
- iv. "OIR-Managed Research Event." Refers to Research Event that is directly managed by F&A/OIR.
- v. "Non-OIR-Managed Research Event." Refers to a Research Event that is not managed by F&A/OIR.
- vi. "Chain of Command." Management personnel within State government that are hierarchically above, and/or that have authority over, a Research Team.

b. Authorized State Use.

- i. OIR-Managed Research Event. For an OIR-Managed Research Event, a Named User may, for the State's own business purposes and at no additional cost, distribute copies of Research Documents, in electronic or other formats, to the Research Team, the Research Team Members, and/or the Chain of Command associated with the event. Such distribution shall be limited only to those individuals with a job-related "need to know" and shall be for defined State business purposes, such as the research of IT trends, IT-related business issues, products and /or best practices.
- ii. Non-OIR-Managed Research Event. For a Non-OIR-Managed Research Event, a Named User may, for the State's own business purposes and at no additional cost, distribute one (1) copy of Research Documents, in print form, to a State-designated Research Team Member. This Research Team Member may circulate this same copy of

the Research Document to other Research Team Members and/or the Chain of Command associated with the event. Such circulation shall be limited only to those individuals with a job-related "need to know" and shall be for defined State business purposes, such as the research of IT trends, IT-related business issues, products and /or best practices.

iii. The State may make limited copies and/or excerpts from individual Research Documents for internal presentations or reports associated with OIR-Managed or Non-OIR-Managed Research Events, provided the excerpt is within the limits of "fair use" under applicable copyright law.

- c. **Restrictions on State Use.** The State may not reproduce or distribute Research Documents, to individuals not authorized as recipients under the terms of Contract Section E.12.b, either by electronic means or otherwise without the Contractor's prior written permission. Research documents, in and of themselves, are not Work Products as defined in E.4, and are governed by the intellectual property provisions of E.4.a. This E.12.c provision does not apply to any disclosure authorized by this Contract or required by State or Federal law.

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

[NAME AND TITLE]

Date

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M.D. Goetz, Jr., Commissioner

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr., Commissioner

Date

COMPTROLLER OF THE TREASURY:

John G. Morgan, Comptroller of the Treasury

Date

Contract Attachment A**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE:

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

Contract Attachment B

State Agencies, Boards, and Commissions

Alcoholic Beverage Commission
 Bureau of TennCare
 Commission on Aging and Disability
 Comptroller of the Treasury
 Corrections Institute
 Department of Agriculture
 Department of Children's Services
 Department of Commerce & Insurance
 Department of Correction
 Department of Economic & Community Development
 Department of Education
 Department of Environment & Conservation
 Department of Finance & Administration
 Department of Financial Institutions
 Department of General Services
 Department of Health
 Department of Human Services
 Department of Labor & Workforce Development
 Department of Mental Health and Developmental Disabilities
 Department of Military
 Department of Personnel
 Department of Revenue
 Department of Safety
 Department of Tourist Development
 Department of Transportation
 Department of Veterans Affairs
 District Attorneys General Conference
 District Public Defenders Conference
 Division of Mental Retardation Services
 Legislature (General Assembly)
 Office of Attorney General and Reporter
 Office of the Governor
 Office of Post Conviction Defender
 State Board of Education
 State Museum
 Tennessee Administrative Office of the Courts
 Tennessee Advisory Commission on Intergovernmental Relations (TACIR)
 Tennessee Arts Commission
 Tennessee Board of Probation & Parole
 Tennessee Bureau of Investigation
 Tennessee Commission on Children & Youth
 Tennessee Department of State (Secretary of State)
 Tennessee Health Services and Development Agency
 Tennessee Higher Education Commission
 Tennessee Housing Development Agency
 Tennessee Human Rights Commission
 Tennessee Registry of Election Finance
 Tennessee Regulatory Agency (TRA)
 Tennessee Treasury Department
 Tennessee Student Assistance Corporation (TSAC)
 Tennessee Wildlife Resources Agency
 Tennessee's Rehabilitative Initiative in Correction (TRICOR)

ATTACHMENT 6.2**PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Proposer must complete and sign this Technical Proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the Proposer's chief executive, this document shall attach evidence showing the individual's authority to bind the proposing entity.

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER:
(or Social Security Number)

The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:

- 1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.1, *Pro Forma* Contract Scope of Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, *Pro Forma* Contract.
- 2) The information detailed in the proposal submitted herewith in response to the subject RFP is accurate.
- 3) The proposal submitted herewith in response to the subject RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
- 4) The Proposers shall comply with:
 - a) the laws of the State of Tennessee;
 - b) Title VI of the federal Civil Rights Act of 1964;
 - c) Title IX of the federal Education Amendments Act of 1972;
 - d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
 - e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
 - f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
 - g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

SIGNATURE & DATE:

ATTACHMENT 6.3

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A		
PROPOSER NAME:		
SECTION A — MANDATORY REQUIREMENTS		
<p>The Proposer must address ALL Mandatory Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all general mandatory requirements, including but not limited to the following:</p> <ul style="list-style-type: none"> ▪ Proposal received on or before the Proposal Deadline. ▪ Technical Proposal copies and Cost Proposal packaged separately. ▪ Technical Proposal contains NO cost data. ▪ Proposer did NOT submit alternate proposals. ▪ Proposer did NOT submit multiple proposals in a different form. ▪ Technical Proposal does NOT contain any restrictions of the rights of the State or other qualification of the proposal. <p>The RFP Coordinator will also review the proposal to determine if the Mandatory Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination.</p> <p>NOTICE: In addition to these requirements, the State will also evaluate compliance with ALL RFP requirements.</p>		
Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	State Use ONLY
		Pass/Fail
	<p>A.1 Provide the Proposal Transmittal and Statement of Certifications and Assurances (detailed in RFP Attachment 6.2) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.</p> <p><i>Each Proposer <u>must</u> sign the Proposal Transmittal and Statement of Certifications and Assurances without exception or qualification.</i></p>	
	<p>A.2 Provide the following as documentation of financial responsibility and stability.</p> <ul style="list-style-type: none"> ▪ a current written bank reference, in the form of a standard business letter, indicating that the proposer's business relationship with the financial institution is in positive standing ▪ two current written, positive credit references, in the form of standard business letters, from vendors with which the proposer has done business or, documentation of a positive credit rating determined by a accredited credit bureau within the last 6 months ▪ a copy of a valid certificate of insurance indicating liability insurance in the amount of at least one million dollars (\$1,000,000.00) 	

	<p>A.3 Provide a statement of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.</p> <p><i>Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.</i></p>	
	<p>A.4 Provide written confirmation that the Proposer can provide the full range of IT research and advisory services listed in RFP Attachment 6.7.</p>	
	<p>A.5 Provide written confirmation that the Proposer's published research includes information from a government perspective as well as industry specific perspectives.</p>	
	<p>A.6 Provide written confirmation that the Proposer has no relationships or connections, financial or otherwise, that could compromise, or be perceived to compromise the Proposer's ability to provide advisory services that are unbiased toward any company or vendor's products.</p>	
	<p>A.7 Provide written confirmation that the Proposer has a client base that includes government clients. At least one (1) current government client must have a minimum of 30,000 employees. Evidence of this should be in the form of a list of the Proposer's client base with the number of employees identified for each client. At least one (1) of the government clients listed with a minimum of 30,000 employees must be included as a reference provided in response to Attachment 6.3, Section B, item B.14.</p>	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B

PROPOSER NAME:	
SECTION B — QUALIFICATIONS & EXPERIENCE	
<p>The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).</p> <p>A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's "qualifications and experience" responses.</p>	
Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	B.1 Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, and telephone number of the person the State should contact regarding the proposal.
	B.2 Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years, and if so, an explanation providing relevant details.
	B.3 Provide a statement of whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony, and if so, an explanation providing relevant details.
	B.4 Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
	B.5 Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.
	B.6 Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP.
	B.7 Provide a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP.
	B.8 Briefly describe how long the Proposer has been performing the services required by this RFP and include the number of years in business.
	B.9 Describe the Proposer organization's number of employees, client base, and location of offices.

	<p>B.10 Provide a narrative description of the proposed project team, its members, and organizational structure.</p>
	<p>B.11 Provide a personnel roster and narrative descriptions for the proposed Account Representative [see Contract Section A.8] and other key people who will be assigned to manage the services under the contract. The narrative description shall include the individual's current position/title, duties, education, location, number of years with the Proposer, and anticipated frequency of visits to State offices to meet with the State staff regarding the Contractor's services.</p>
	<p>B.12 Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.</p>
	<p>B.13 Provide documentation of Proposer commitment to diversity as represented by its business strategy, business relationships, and workforce — this documentation should detail:</p> <ul style="list-style-type: none"> ▪ a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises ▪ a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information <ul style="list-style-type: none"> ○ contract description and total value ○ contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) ○ contractor contact and telephone number ▪ an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> ○ participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics) ○ descriptions of anticipated contracts ○ names and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated ▪ the percent of the Proposer's total current employees by ethnicity, sex, and disability <p><i>Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service needs.</i></p>
	<p>B.14 Provide customer references for similar projects representing three of the larger accounts currently serviced by the vendor. One reference must be from the government client provided in response to RFP Attachment 6.3, Section A, item A.7.</p>

The references shall be provided to the State in the form of questionnaires that have been fully completed by the individual providing the reference. The State has included the reference check questionnaire to be used, as RFP Attachment 6.6.

THE PROPOSER MUST USE THIS FORM, OR AN EXACT DUPLICATE THEREOF.

The Proposer will be solely responsible for obtaining the fully completed reference check questionnaires, and for including them within the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference check questionnaire, the Proposer shall follow the process detailed below exactly:

1. Proposer makes an exact duplicate of the State's form, as it appears in RFP Attachment 6.6;
2. Proposer sends the copy of the form to the reference it has chosen, along with a new, standard #10 envelope;
3. Proposer directs the person providing the reference check feedback to complete the form in its entirety, sign and date it, and seal it within the provided envelope. The person may prepare a manual document or complete the exact duplicate Word document and print the completed copy for submission. After sealing the envelope, the person providing the reference must sign his or her name in ink across the sealed portion of the envelope and return it directly to the Proposer. The Proposer will give the reference check provider a deadline, such that the Proposer will be able to collect all references in time to include them within its sealed Technical Proposal.
4. When the Proposer receives the sealed envelopes from the reference check providers, the Proposer **will not open** them. Instead, the Proposer will enclose all of the unopened reference check envelopes, in an easily identifiable larger envelope, and will include this envelope as a part of the written Technical Proposal. Therefore, when the State opens the Technical Proposal box, the State will find a clearly labeled envelope enclosed, which contains all of the sealed reference check envelopes.
5. The State will base its reference check evaluation on the contents of these envelopes. **THE STATE WILL NOT ACCEPT LATE REFERENCES OR REFERENCES SUBMITTED THROUGH ANY OTHER CHANNEL OF SUBMISSION OR MEDIUM, WHETHER WRITTEN, ELECTRONIC, VERBAL, OR OTHERWISE.**

Each reference must include:

- the Proposer's name;
- the Reference's Organization name;
- the Name of the person responding;
- the Title of person responding; and
- the Date the reference form was completed.

6. The State reserves the right to clarify information presented in the reference check questionnaires, and may consider clarification responses in the evaluation of reference checks. However, the State is under no obligation to clarify any reference check information.

Each evaluator will generally consider the results of reference inquiries by the

	State regarding <u>all</u> references provided.	
	<p>B.15 Provide a list, if any, of all current contracts with the State of Tennessee and all those completed within the previous five year period.</p> <p>Each reference must include:</p> <ul style="list-style-type: none"> ▪ the customer name and business address; ▪ the name, title, telephone number and e-mail address of the company contact knowledgeable about the system installation; and ▪ a brief description of the system installation: when installed, quantitative data indicating the magnitude of the system; and a statement of the relationship of the software to the software proposed for this RFP, in both breadth of function and relative software version. ▪ the contract number; ▪ the contract term; and ▪ the procuring state agency for each reference. <p><i>Each evaluator will generally consider the results of reference inquiries by the State regarding <u>all</u> references provided. Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points.</i></p>	
(Maximum Section B Score = 30)		
SCORE (for <u>all</u> Section B items above, B.1 through B.15):		

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

PROPOSER NAME:

SECTION C — TECHNICAL APPROACH

The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value

1 = poor

2 = fair

3 = satisfactory

4 = good

5 = excellent

The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section score as detailed at the end of this table.

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	C.1 Define and describe the Proposer's Research and Advisory Services Model.		10	
	C.2 Describe all means by which research findings are delivered and presented.		5	
	C.3 Define and describe <u>all</u> services available pertaining to research and advisory services.		10	
	C. 4 Provide a response to RFP Attachment 6.7 IT Research & Advisory Services Technical Requirements. The Proposer <u>must</u> respond to every item row in the table.		25	
	C.5 Provide twelve keys (userid and password) for evaluators. See RFP Attachment 6.8. <u>Note:</u> Access to Proposer's research and advisory service materials must allow the Proposal Evaluation Team full research inquiry privileges. The keys will be used to access the research and advisory services during the evaluation period. The evaluator(s) will select article(s) from the Proposer's research materials to evaluate.		5	
	C.6 Provide titles, definitions, and qualifications of <u>all</u> available Proposer IT-related consultant roles. (Note: Do not include cost in the response		10	

	<p>to this section.)</p> <p>Describe technical areas where consulting is available and the general lead time required to provide consulting services.</p>			
	<p>C.7 Describe the research and advisory services coverage provided to clients by the following. Include information regarding topics covered and frequency of events.</p> <ul style="list-style-type: none"> • Conferences – technology conferences presented on a specific technology area and/or various IT topics • Teleconferences – ability to dial in, listen in, and speak with analysts about a range of key topics • Webcasts – live online chat by research analysts 		5	
<p>Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i></p>				
<p>Total Raw Weighted Score</p> <hr/> <p>maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i></p>				
<p>X 40 <i>(maximum section score)</i></p>				
<p>= SCORE:</p>				

ATTACHMENT 6.4

COST PROPOSAL & SCORING GUIDE

NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as required.

**PROPOSER
NAME:**

**SIGNATURE &
DATE:**

NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company president, this Statement of Certifications and Assurances SHALL attach evidence showing the Signatory's authority to bind the Proposer.

COST PROPOSAL SCHEDULE

The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.1, *Pro Forma Contract Scope of Services* for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State. All monetary amounts are United States currency.

The Proposer may enter zero (0) in a required proposed cost cell; however, the Proposer may not leave any proposed cost cell blank. For evaluation and contractual purposes, the State shall interpret a blank Proposed Cost cell as zero (0).

PART A – RESEARCH & ADVISORY SERVICES MEMBERSHIP AND CONFERENCE ATTENDANCE

Cost Item Description	Proposed Cost					State Use ONLY		
	Year 1	Year 2	Year 3	Year 4	Year 5	Sum	Weight	Weighted Cost
Bundled Membership Cost for 4/2 Users Four (4) users with full research and advisory services access. Two (2) of those users will additionally have analyst inquiry privileges.	[NUMBER AMOUNT]	[NUMBER AMOUNT]	[NUMBER AMOUNT]	[NUMBER AMOUNT]	[NUMBER AMOUNT]		15	

Bundled Membership Cost for 6/3 Users Six users (6) with full research and advisory services access. Three (3) of those users will additionally have analyst inquiry privileges.	[NUMBER AMOUNT]	[NUMBER AMOUNT]	[NUMBER AMOUNT]	[NUMBER AMOUNT]	[NUMBER AMOUNT]		20	
Bundled Membership Cost for 10/4 Users Ten (10) users with full research and advisory services access. Four (4) of those users will additionally have analyst inquiry privileges.	[NUMBER AMOUNT]	[NUMBER AMOUNT]	[NUMBER AMOUNT]	[NUMBER AMOUNT]	[NUMBER AMOUNT]		8	
Single Membership with Analyst Inquiry Privileges Cost - Bundle Add-On A single user to have full research and advisory services access and additionally have analyst(s) inquiry privileges. (Note: A bundled group of users has already been purchased by the State and this is an add-on to existing membership base.)	[NUMBER AMOUNT]	[NUMBER AMOUNT]	[NUMBER AMOUNT]	[NUMBER AMOUNT]	[NUMBER AMOUNT]		10	


Single Membership Cost with no Analyst Inquiry Privileges Cost - Bundle Add On A single user to have full research and advisory services access with no analyst(s) inquiry privileges. (Note: A bundled group of users has already been purchased by the State and this is an add-on to existing membership base.)	[NUMBER AMOUNT]	[NUMBER AMOUNT]	[NUMBER AMOUNT]	[NUMBER AMOUNT]	[NUMBER AMOUNT]		7	
Single Membership with Analyst Inquiry Privileges Cost - No Bundle A single user to have full research and advisory services access and additionally have analyst(s) inquiry privileges. (Note: A bundled group of users <u>has not</u> been purchased by the State.)	[NUMBER AMOUNT]	[NUMBER AMOUNT]	[NUMBER AMOUNT]	[NUMBER AMOUNT]	[NUMBER AMOUNT]		5	

Single Membership Cost with no Analyst Inquiry Privileges Cost - No Bundle A single user to have full research and advisory services access with no analyst(s) inquiry privileges. (Note: A bundled group of users has not been purchased by the State.)	[NUMBER AMOUNT]	[NUMBER AMOUNT]	[NUMBER AMOUNT]	[NUMBER AMOUNT]	[NUMBER AMOUNT]		3	
Technology Conference Registration Fee Registration fee for a Conference of up to one (1) week in length offered by the Contractor	[NUMBER AMOUNT]	[NUMBER AMOUNT]	[NUMBER AMOUNT]	[NUMBER AMOUNT]	[NUMBER AMOUNT]		5	
<i>The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i>								
<div> <div> Lowest Evaluation Cost Amount from <u>all</u> Proposals </div> <div> Evaluation Cost Amount Being Evaluated </div> </div> <div> X 20 (maximum section score) </div> <div> = SCORE: </div>								

PART B – CONSULTING SERVICES

In the table below, the Proposer must enter proposed hourly rates for consulting services. The Proposer will be compensated for the consultant roles given in response to RFP Attachment 6.3, Section C, item C.6 based on the consultant's years of IT-related experience. The rates for a "Consultant With Less Than 5 Years Experience", "Consultant With 5 Years to Less Than 10 Years Experience", "Consultant With 10 Years to 15 Years Experience", and "Consultant With Greater Than 15 Years Experience," must be entered in the corresponding rows. The Proposer must enter all five years of rates for every consultant listed.

The State will evaluate the Part B proposal by first adding the weighted costs for each consultant to derive the Part B Total Weighted Cost. The Part B Total Weighted Cost will then be divided by four (4) to yield the average of all the rates. The average will be the Part B Evaluation Cost Amount, which will be used in the formula below.

Cost Item Description	Proposed Hourly Rate					State Use ONLY		
	Year 1	Year 2	Year 3	Year 4	Year 5	Sum	Weight	Weighted Cost
Consultant With Greater Than 15 Years IT-Related Experience							2	
Consultant With 10 Years to 15 Years IT-Related Experience							2	
Consultant With 5 Years to Less Than 10 Years IT-Related Experience							1	
Consultant With Less Than 5 Years IT-Related Experience							1	
Part B Total Weighted Cost:								
<div> <div>Part B Total Weighted Cost</div> <div>Four (4)</div> </div>						= Part B – Evaluation Cost Amount:		
<i>The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i>						Part B – Evaluation Cost Amount:		
Lowest Evaluation Cost Amount from <u>all</u> Proposals					X 10	= SCORE:		

<div> <div>Evaluation Cost Amount Being Evaluated</div> <div>(maximum section score)</div> </div>	
<div> <div>COST PROPOSAL SCORE (SUM OF PART A AND PART B SCORES)</div> <div>= SCORE:</div> </div>	

ATTACHMENT 6.5

PROPOSAL SCORE SUMMARY MATRIX

RFP Coordinator		Date		
QUALIFICATIONS & EXPERIENCE Maximum Points: 30	PROPOSER NAME		PROPOSER NAME	PROPOSER NAME
EVALUATOR NAME				
EVALUATOR NAME				
EVALUATOR NAME				
EVALUATOR NAME				
QUALIFICATIONS & EXPERIENCE	AVERAGE SCORE:		AVERAGE SCORE:	
TECHNICAL APPROACH Maximum Points: 40				
EVALUATOR NAME				
EVALUATOR NAME				
EVALUATOR NAME				
EVALUATOR NAME				
TECHNICAL APPROACH	AVERAGE SCORE:		AVERAGE SCORE:	
COST PROPOSAL Maximum Points: 30	SCORE:		SCORE:	
PROPOSAL SCORE Maximum Points: 100	TOTAL SCORE:		TOTAL SCORE:	

ATTACHMENT 6.6

STATE OF TENNESSEE

**ADVISORY SERVICES RFP
317.03-158-07
REFERENCE INFORMATION QUESTIONNAIRE**

Proposer's Name: _____

Reference (Client Organization) Name:

Number of Employees in Organization _____

Person Responding To This
Request for Reference Information:_____
Printed Name_____
Signature **(MUST BE THE SAME AS THE SIGNATURE
ACROSS THE ENVELOPE SEAL)**

Person's Title: _____

Date Reference Form Was Completed: _____

NOTE: Reference should complete responses to the nine (9) items that appear on the following pages. If completed using a Word document, use as much space as required. If completed manually, record response in space provided.

1. Describe research and advisory subscription services that the Proposer provides to your organization.
[Enter Response]
2. How long has the Proposer been providing research and advisory subscription services to your organization? Please express this in the form of "from-to" dates (e.g., Jan 2005– Oct 2006). Are these services provided on an organization wide basis or on a department/division basis?
[Enter Response]
3. What is your overall opinion of the Proposer's research and research materials? Use a scale of 1 to 5; with 1 being "least satisfied," and 5 being "most satisfied." Explain the reason for your level of satisfaction.
[Enter Response]
4. What is your overall opinion of the Proposer's analysts? Are you able to schedule and speak to analysts in a timely manner? Use a scale of 1 to 5; with 1 being "least satisfied," and 5 being "most satisfied." Explain the reason for your level of satisfaction.
[Enter Response]
5. Describe consulting services that the Proposer has provided to your organization. For each consulting engagement/project include the subject matter/topic, deliverables, and length.
[Enter Response]

6. What is your overall opinion of the Proposer's consulting services? Were you satisfied with the consultants and deliverables? Were you able to schedule consulting services in a timely manner? Use a scale of 1 to 5; with 1 being "least satisfied," and 5 being "most satisfied." Explain the reason for your level of satisfaction.
[Enter Response]

7. Please indicate your level of satisfaction with the attention paid to your organization's needs and responsiveness to those needs. Use a scale of 1 to 5; with 1 being "least satisfied," and 5 being "most satisfied." Explain the reason for your level of satisfaction.
[Enter Response]

8. Please describe your organization's primary business function and number of employees.
[Enter Response]

9. Given the opportunity, would you use the Proposer's services again?
[Enter Response]

ATTACHMENT 6.7

IT Research & Advisory Services Technical Requirements

Instructions

1. The State's requirements for IT Research & Advisory Services are described in the *pro forma* Contract Scope of Services. In responding to RFP Attachment 6.3, C.4, the Proposer must use RFP Attachment 6.7 or an exact duplicate thereof to submit its responses. Each of the technical requirements as detailed in RFP Attachment 6.7, IT Research & Advisory Services Technical Requirements, **must be addressed**.
2. The Proposer must respond to each Reference Number row within the IT Research & Advisory Services Technical Requirements. For each row, in the column marked "Proposer Response", the Proposer will respond with a List of the Specific Research & Advisory Service(s), Description of the Service Coverage, and number of research & advisory analysts that support these specific services. If a specific service does not exist, indicate this and provide in the "Description" whether there is available published research that covers the technical requirement. **NOTE** An individual analyst providing research and advisory services cannot be counted more than once, even if they support multiple technologies and/or services. Additionally, if a specific service overlaps multiple technical requirements, the number of analysts supporting the service should only be listed once.
3. A blank in Proposer Response for "List Specific Service" means that the Proposer does not have a Research & Advisory Service to cover this particular technical requirement in published research and advisory capacity. A blank in Proposer Response for "Description" means that the Proposer does not publish research that covers the technical requirement. A blank in Proposer Response for number of analysts will indicate there are not any (zero) analysts to cover this particular technical requirement. A blank in Proposer Response(s) will be scored accordingly.

Ref #	Technical Requirements	Proposer Response - List Specific Service(s) that covers each Ref #.	Proposer Response - Description of the Service Coverage.	Proposer Response – Enter # of Analysts (Non-Duplicated)
	SCOPE OF IT RESEARCH & ADVISORY SERVICES			
01	<p>Infrastructure - infrastructure is the physical hardware, software, and communications used to interconnect computers and users.</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Hardware platforms (Mainframe, UNIX, Desktop, Mobile Devices) • Operating Systems (Mainframe, UNIX, Linux, Desktop, Mobile, Windows XP) • Network Operating Systems (NOS) • Application/Database Server Operating Systems 			

Ref #	Technical Requirements	Proposer Response - List Specific Service(s) that covers each Ref #.	Proposer Response - Description of the Service Coverage.	Proposer Response – Enter # of Analysts (Non-Duplicated)
	SCOPE OF IT RESEARCH & ADVISORY SERVICES			
	<ul style="list-style-type: none"> • Communications 			
02	<p>Infrastructure – Asset Management</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Contracting for Software • Implementation of SAM tools <ul style="list-style-type: none"> ○ Manage software licensing costs ○ Maintain software license inventories • Software disposal • IT Hardware Asset Management <ul style="list-style-type: none"> ○ Manage IT Hardware maintenance license costs ○ Maintain IT Hardware inventories 			
03	<p>Benchmarking - point of reference by which IT related entities, components, or models can be measured.</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Provision of measurements for IT components such as, a particular operating system or application, to include at least: <ul style="list-style-type: none"> ○ A set of performance criteria that a product is expected to meet. ○ Benchmark programs for downloading or a benchmark testing service. 			
04	<p>Business Intelligence - applications and technologies for gathering, storing, analyzing, and providing access to data to help enterprise users make more informed business decisions.</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Decision support systems • Query and reporting • Online and relational analytical processing (OLAP/ROLAP) 			

Ref #	Technical Requirements	Proposer Response - List Specific Service(s) that covers each Ref #.	Proposer Response - Description of the Service Coverage.	Proposer Response – Enter # of Analysts (Non-Duplicated)
	SCOPE OF IT RESEARCH & ADVISORY SERVICES			
	<ul style="list-style-type: none"> • Statistical analysis • Forecasting • Data Mining 			
05	<p>Data</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Database Design <ul style="list-style-type: none"> ○ Issues and approaches involved in the design of a database ○ Architecture/theory ○ Data modeling ○ Database normalization ○ Metadata • Database Management System • Database Change Management • Database Monitoring • Data Availability <ul style="list-style-type: none"> ○ Backup/Recovery • Data Movement <ul style="list-style-type: none"> ○ Archive ○ Migration ○ Replication ○ File Transfer • Data Quality <ul style="list-style-type: none"> ○ Cleansing ○ Transformation • Data Access <ul style="list-style-type: none"> ○ Query/Reporting ○ Data Analysis • Database Middleware • Data Security 			

Ref #	Technical Requirements	Proposer Response - List Specific Service(s) that covers each Ref #.	Proposer Response - Description of the Service Coverage.	Proposer Response – Enter # of Analysts (Non-Duplicated)
	SCOPE OF IT RESEARCH & ADVISORY SERVICES			
06	<p>Data Warehousing - A data warehouse is a central repository for all or significant parts of the data that an enterprise's various business systems collect.</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Data Analysis <ul style="list-style-type: none"> ○ OLAP ○ ROLAP • Database Management System • Data Mart • Repository • Extract, Transform, and Load • Warehouse Design 			
07	<p>Enterprise Networking/Communications</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Data Networking (WAN, LAN) • Cabling (WAN, LAN, Voice) • Mobile/Point-to-Point Wireless (Wireless Protocol, Antenna, Wireless Transport) • Voice (Commercial C/O Service, PBX Trunks, Premise Based Systems, VMS, Business Lines, Backbone Transport, Long Distance, Call Center Management) • Video (Circuit/Carrier, Video Protocols, Telemedicine Peripherals, CSU/DSU, Modems, Video CODEC, Document Camera, Video Switches, Video Bridge) • IPT / VoIP (WAN, LAN, Voice) • IP Telephony • Radio (i.e. 800 MHz, 700 MHz) 			

Ref #	Technical Requirements	Proposer Response - List Specific Service(s) that covers each Ref #.	Proposer Response - Description of the Service Coverage.	Proposer Response – Enter # of Analysts (Non-Duplicated)
	SCOPE OF IT RESEARCH & ADVISORY SERVICES			
08	<p>Specific Government Service - Analysis of federal, state and local government agencies and departments use of IT technology.</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> Addresses Federal, State and Local Government issues and concerns, such as: <ul style="list-style-type: none"> Legislative Mandates/Trends Privacy Issues Funding strategies Bureaucratic policies and practices Resource constraints Government methodologies Procurement 			
09	<p>Mobile Communications</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <p>Wireless communications such as:</p> <ul style="list-style-type: none"> Convergence of mobile devices Global Positioning System (GPS) Wireless LANs Wireless Applications Handheld Devices - term for any small mobile hand-held device that provides computing and information storage and retrieval capabilities for personal or business use 			

Ref #	Technical Requirements	Proposer Response - List Specific Service(s) that covers each Ref #.	Proposer Response - Description of the Service Coverage.	Proposer Response – Enter # of Analysts (Non-Duplicated)
	SCOPE OF IT RESEARCH & ADVISORY SERVICES			
10	Security Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> • System Security • Network Security – <ul style="list-style-type: none"> ○ Monitoring of networks and critical hosts for unusual or suspicious activity ○ Firewalls ○ Intrusion Detection & IDS log analysis ○ Forensic analysis ○ Virus Protection ○ Network architecture assessment and design ○ User and Design Authentication • Vulnerability assessment and remediation • Physical Security • Encryption Methods (storage & transit) & Tools • Certification and Accreditation 			
11	Strategic Planning Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> • Total Cost of Ownership - designed to help enterprise managers assess both direct and indirect costs and benefits related to the purchase and maintenance of any IT component. • Enterprise Architecture – a process lifecycle as well as the outcome of thinking out and specifying the overall structure, logical components, and the logical interrelationships of a computer, its operating system, a network. 			

Ref #	Technical Requirements	Proposer Response - List Specific Service(s) that covers each Ref #.	Proposer Response - Description of the Service Coverage.	Proposer Response – Enter # of Analysts (Non-Duplicated)
	SCOPE OF IT RESEARCH & ADVISORY SERVICES			
12	<p>Systems Management</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Storage Management – file backup and archiving in a way that uses storage devices economically and without the user needing to be aware of when files are being retrieved from backup storage media. • Backup/Retrieval - copying files or databases so that they will be preserved in case of equipment failure or other catastrophe • Software Distribution - management and facilitation of every aspect of deployment or migration of software • Performance Monitoring & Tuning - includes host systems and network performance monitoring • Online Access (TP Monitors & Internet Access) • Systems & Operating Systems • Capacity Planning and Management the process to predict the types, quantities, and timing of critical resource capacities needed within an infrastructure to meet forecasted workloads • Configuration Management the process of identifying and defining the Configuration items in a system, recording and reporting the status of Configuration items and Requests For Change, and verifying the completeness and correctness of Configuration items. 			

Ref #	Technical Requirements	Proposer Response - List Specific Service(s) that covers each Ref #.	Proposer Response - Description of the Service Coverage.	Proposer Response – Enter # of Analysts (Non-Duplicated)
	SCOPE OF IT RESEARCH & ADVISORY SERVICES			
13	Web Services Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> • Web Services Infrastructure • Web Access • Web Server -a program that, using the client/server model and the Internet's Hypertext Transfer Protocol (HTTP), serves the files that form Web pages • Web Application Server - the application server combines or works with a Web (Hypertext Transfer Protocol) server • Portal - a major entry site for users to connect to the Web or that users tend to visit as an anchor site • Web Publishing - Design, develop, and maintenance of Web content • Authoring Tools 			
14	Advanced & Emerging Technologies Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> • Identification of new trends and technologies that affect businesses and governments • Determination of technologies that will have a major impact on the marketplace • Provision of technology projections for at least five (5) years 			

Ref #	Technical Requirements	Proposer Response - List Specific Service(s) that covers each Ref #.	Proposer Response - Description of the Service Coverage.	Proposer Response – Enter # of Analysts (Non-Duplicated)
	SCOPE OF IT RESEARCH & ADVISORY SERVICES			
15	Applications & Application Development Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> • Application Development Tools & Utilities • Application Integration • Application Development Languages (Mainframe, UNIX, Desktop, and Mobile platforms) • Application Server • Change Management • Output Management • Printed and online output documents • Microfiche • Online output document viewing, etc. • Application Testing • Application Security 			
16	Best Practices Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> • Successful solutions and practices developed and implemented by enterprises that produce a high return on investment or significant business results. • Information related to unsuccessful initiatives or projects of other companies or governments to avoid costly errors of your own. 			

Ref #	Technical Requirements	Proposer Response - List Specific Service(s) that covers each Ref #.	Proposer Response - Description of the Service Coverage.	Proposer Response – Enter # of Analysts (Non-Duplicated)
	SCOPE OF IT RESEARCH & ADVISORY SERVICES			
17	<p>Collaboration</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Automated Data Capture <ul style="list-style-type: none"> ○ Capture and conversion of paper-based and electronic forms into digital data ○ Electronic Forms • Content Management <ul style="list-style-type: none"> ○ Manages the content of a Web site • Document Management <ul style="list-style-type: none"> ○ Services for organizing, managing, and routing electronic documents ○ Ability to store, locate and retrieve information throughout a document's life cycle • Imaging – electronic capture, storage, management, communication and retrieval of documents • Workflow • Instant Messaging • Electronic Mail • Directory Services • Global Directory Services • Office Productivity Tools <ul style="list-style-type: none"> ○ Desktop Publishing ○ Spreadsheet ○ Word Processing ○ Presentation • List Management Software - handles subscription requests for a mailing list and distributes new messages, newsletters, or other postings from the list's members • Project Management 			

Ref #	Technical Requirements	Proposer Response - List Specific Service(s) that covers each Ref #.	Proposer Response - Description of the Service Coverage.	Proposer Response – Enter # of Analysts (Non-Duplicated)
	SCOPE OF IT RESEARCH & ADVISORY SERVICES			
18	Contract Negotiation Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> Negotiation of software/hardware/IT service agreements more effectively, aligning contracts to the company's overall business strategy Review of Procurements (RFPs, ITBs, Contracts) & provision of feedback related to the RFP 			
19	Enterprise Applications Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> Enterprise Resource Planning (ERP) -A broad set of activities supported by multi-module application software that helps a business or government manage the important administrative components of its business <ul style="list-style-type: none"> Planning, accounting, budgeting, employee services, purchasing, maintaining inventories, interacting with suppliers, providing customer service, and tracking orders. Customer Relationship Management (CRM) - an information industry term for methodologies, software, and usually Internet capabilities that help an enterprise manage customer relationships in an organized way. 			

Ref #	Technical Requirements	Proposer Response - List Specific Service(s) that covers each Ref #.	Proposer Response - Description of the Service Coverage.	Proposer Response – Enter # of Analysts (Non-Duplicated)
	SCOPE OF IT RESEARCH & ADVISORY SERVICES			
20	<p>Executive IT Level including Chief Information Officer (CIO focus)</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Single source of knowledge provided to CIO • One-to-one counsel • Personalized service • Shared knowledge across a community of CIOs of large corporations • Strategic Planning/IT Budgeting trends and methodologies, example - Return On Investment (ROI) • Aligning IT business goals technology with the enterprise's • Organizational Issues – example. Compensation; Succession Management • Organizational Structure 			
21	<p>Geographic Information Systems (GIS) enables you to envision the geographic aspects of a body of data. Facilitates analysis or query of data through spatial presentation.</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Tools & Utilities • Databases • Query & Analysis • Repository 			

Ref #	Technical Requirements	Proposer Response - List Specific Service(s) that covers each Ref #.	Proposer Response - Description of the Service Coverage.	Proposer Response – Enter # of Analysts (Non-Duplicated)
	SCOPE OF IT RESEARCH & ADVISORY SERVICES			
22	<p>Help Desk Management & Support - A help desk usually consist of special software to help analyze problems and a group of experts using software to help track the status of problems (for example, the status of a company's telecommunications network).</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Provision of centralized problem resolution help to users within an enterprise • Management Support Issues and trends 			
23	<p>Management of IT Organizations</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Staffing • Training • Governance Models • Network Operations -A network operations center (NOC) is a place from which a telecommunications network is supervised, monitored, and maintained. • Data Center Operations - central data processing facility and/or the group of people who manage the company's' data processing and networks • Integrated Help Desk Operations <ul style="list-style-type: none"> ◦ 24x7 Operations • Telecommuting 			

Ref #	Technical Requirements	Proposer Response - List Specific Service(s) that covers each Ref #.	Proposer Response - Description of the Service Coverage.	Proposer Response – Enter # of Analysts (Non-Duplicated)
	SCOPE OF IT RESEARCH & ADVISORY SERVICES			
24	<p>Security – Disaster Recovery</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Business Continuity Planning • Disaster Recovery Plan (DRP) - how an organization plans to deal with potential disasters and recovery situations. • Enterprise Risk Management - process of planning, organizing, leading, and controlling the activities of an organization in order to minimize the effects of risk on an organization's capital and assets. 			

Evaluator Keys (User IDs and Passwords)

Key #	User ID	Password
Key 1		
Key 2		
Key 3		
Key 4		
Key 5		
Key 6		
Key 7		
Key 8		
Key 9		
Key 10		
Key 11		
Key 12		

NOTE: Proposer must supply instructions for use of keys such as Sign-on and Website Name